



Kurt E. Floren

Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
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Richard K. Iizuka
Chief Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 January 29, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

**APPROVAL OF DELEGATED MAINTENANCE AGREEMENT
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
TO PROVIDE PEST AND INVASIVE WEED MANAGEMENT SERVICES
ALL DISTRICTS (3 VOTES)**

January 29, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) provides environmentally responsible pest management solutions for a variety of public and private agencies. This action by your Board will allow ACWM to continue to provide invasive weed, rodent pest, and stinging insect management services for the California Department of Transportation (Caltrans) at no net County cost.

IT IS RECOMMENDED THAT THE BOARD:

Approve and delegate authority to the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Delegated Maintenance Agreement (Agreement), with Caltrans for three hundred thousand dollars (\$300,000) per year, for ACWM to provide invasive weed, rodent pest, and stinging insect management services on Caltrans property within the County of Los Angeles and in certain communities adjacent to the County. The term of the Agreement shall be for the period of January 1, 2019, through December 31, 2019, and will automatically renew for successive one-year periods without further action, until terminated by mutual agreement between the parties with timely prior written consent.

2. Delegate authority to the Commissioner/Director to sign amendments to increase or decrease the Agreement amount to cover unanticipated changes in the scope and amount of work requests from Caltrans.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow ACWM to continue to provide invasive weed, rodent pest and stinging insect management services on Caltrans property within the County of Los Angeles and in certain communities adjacent to the County. Since 1981, your Board has approved agreements with Caltrans for similar services.

Implementation of Strategic Plan Goals

This action supports the following County Strategic Plan Goals:

- Goal 2.2.3 (Prioritize Environmental Health Oversight and Monitoring): This Agreement will allow ACWM to cooperate in maintaining and protecting a critical element of Los Angeles County infrastructure and to help meet public safety challenges to improve communities in the County.
- Goal 2.3.1 (Make Environmental Sustainability Our Daily Reality): Clean, safe and, well-maintained freeways and highways benefit the residents in virtually every city and local community in Los Angeles County as well as the people who work in or visit the County.
- Goal No. 3.3.3 (Pursue Operational Effectiveness, Fiscal Responsibility and Accountability): This Agreement, entered into by Caltrans and ACWM, is an excellent example of inter-governmental cooperation and integration of resources to deliver services which benefit the residents and visitors to Los Angeles County. This Agreement will promote operational effectiveness, fiscal responsibility, and accountability with cost recovery provided by Caltrans.

FISCAL IMPACT/FINANCING

The department has sufficient appropriation in FY 2018-19 Final Adopted Budget to cover expenses associated with this contract. Funding will be included in FY 2019-20 Budget. Caltrans will reimburse ACWM up to three hundred thousand dollars (\$300,000) for pest and invasive weed control services performed by ACWM on Caltrans property within the County of Los Angeles and in certain communities adjacent to the County per year. This Agreement is 100 percent offset by revenue from Caltrans. There is no impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is within the scope of the mission of ACWM to help prevent the establishment of harmful and invasive weed, insect, and vertebrate pests, and reduce the spread of existing pests. The terms of the Delegated Maintenance Agreement shall be for the period of January 1, 2019, through December 31, 2019, and will automatically renew for successive one-year periods without further action, until terminated by mutual agreement between the parties with timely prior written consent. The Agreement contains mutual indemnification and does not contain all Board of Supervisors' required contract provisions, but includes standard language as required by the State for State agreements. The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ACWM has sufficient staff and equipment to perform the services. The recommended Board action is necessary to sustain current levels of service.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal flourish extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights
and Measures

KEF:RBS:JH:jh

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**DELEGATED MAINTENANCE AGREEMENT
PEST CONTROL BY LOS ANGELES COUNTY
DEPARTMENT OF
AGRICULTURAL COMMISSIONER/ WEIGHTS AND MEASURES**

THIS AGREEMENT is made effective this _____ of _____, 201__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "CALTRANS" and the County of Los Angeles; acting by and through its Department of Agricultural Commissioner, Director of Weights and Measures, hereinafter referred to as "ACWM," and collectively referred to as "PARTIES".

SECTION I

RECITALS

The PARTIES desire that the ACWM perform specified maintenance functions on the State highways for safety, line-of-sight, and the preservation of paved surfaces and landscape within the State, as is authorized in Section 130 of the Streets and Highways Code.

The ACWM will perform such maintenance functions as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under this agreement and Exhibit A.

The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and CALTRANS encroachment permits, published manuals, policies, and procedures.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. CALTRANS will reimburse the ACWM for the actual cost of the control of invasive and noxious weeds, rodents, and stinging insects on or in the CALTRANS right-of-way within Los Angeles County, Ventura County and portions of Kern County.
2. The functions delegated to ACWM in the attached Exhibit A have been considered in setting the authorized annual dollar reimbursement amount of \$300,000.00. CALTRANS will not reimburse the ACWM for any work in excess of the authorized dollar limits established herein.
3. Exhibit A is a list of the areas within CALTRANS right of way where ACWM will provide maintenance functions.
4. ACWM shall respond to requests from CALTRANS for control of invasive and noxious weeds, rodents, and stinging insects within five (5) working days with a cost estimate. ACWM shall begin performing the work no later than ten (10) working days of the request approval by CALTRANS, except in cases in which CALTRANS has given ACWM written approval to begin work at a later date.

5. ACWM shall be responsible for providing all legally required notifications, registrations or pesticide use permits as well as submitting use reports to the appropriate County Agricultural Commissioner. Control methods will be seasonally timed as much as possible to provide the most effective control.
6. Requests by CALTRANS (Landscape Specialist, Conrad L. Kiernan, or call (213) 897-4426 at 100 South Main Street Los Angeles, CA 90012) will be provided to the ACWM by work orders signed by CALTRANS and will include the location and the specific pest.
7. CALTRANS shall provide the labor, devices and equipment for any lane and/or ramp closures for a work order when deemed necessary by CALTRANS.
8. It is agreed that during any fiscal year, the maximum expenditure shall not exceed the amount shown in Exhibit A to this Agreement unless such maximum expenditure amount is revised by a written amendment to this Agreement.
 - 8.1. Upon written request by ACWM, the expenditure for maintenance work as referred to herein and in Exhibit A, may be increased, or decreased, or additional expenditures for specific projects may be requested by CALTRANS. However, such adjustments shall be authorized in writing by the District Director or his authorized representative and accepted in writing by ACWM. Exhibit A need not be amended.
 - 8.2. Additional expenditures or an adjustment of expenditures, once authorized shall apply only in the fiscal year designated and shall not permanently modify or change the maximum expenditure as specified in Exhibit A. An adjustment of any said maximum expenditure, either an increase or decrease, may affect the amount of work performed by ACWM to correspond to the change in expenditure, but shall not affect other terms of the Agreement.
9. This Agreement may only be amended or modified by mutual written agreement of the PARTIES.
10. The ACWM will submit bills/invoices to CALTRANS in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills/invoices must be submitted promptly following the close of CALTRANS's fiscal year on each June 30th and should be coded according to the CALTRANS HM Program Code as outlined in this Agreement. Bills/invoices submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
11. Maintenance services provided on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by the ACWM for the direct cost of processing this type of bill will be allowed.

12. LEGAL RELATIONS AND RESPONSIBILITIES

- 12.1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this contract or to affect the legal liability of either

PARTY to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

12.2. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ACWM under or in connection with any work, authority or jurisdiction conferred upon ACWM under this Agreement. It is understood and agreed that the ACWM will fully defend, indemnify, and save harmless CALTRANS and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ACWM under this Agreement.

12.3. Neither the ACWM nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, under or in connection with any work, authority or jurisdiction conferred by CALTRANS under this Agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless ACWM and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this Agreement.

13. PREVAILING WAGES:

13.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. ACWM must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. ACWM agrees to include prevailing wage requirements in its contracts for public work. Work performed by ACWM'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

13.2. Prevailing Wage Requirements in Subcontracts - ACWM shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in ACWM's contracts.

14. INSURANCE

14.1. SELF-INSURED - ACWM is self-insured. ACWM agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the CALTRANS, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the CALTRANS that shall be delivered to the CALTRANS with a

signed copy of this Agreement in a form satisfactory to CALTRANS, along with a signed copy of the Agreement.

15. CALTRANS' costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of CALTRANS to pay the billing by ACWM.
16. TERMINATION - This Agreement may be terminated by giving no less than 10 days prior written notice by either PARTY, and ACWM's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by CALTRANS.
17. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall automatically renew each successive year to remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by CALTRANS for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

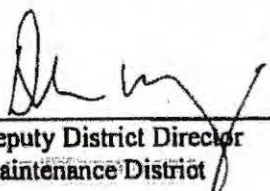
THE COUNTY OF LOS ANGELES

CALTRANS OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Agricultural Commissioner,
Director of Weights and Measures
Initiated and Approved

LAURIE BERMAN
Director of Transportation

By: _____
County Manager

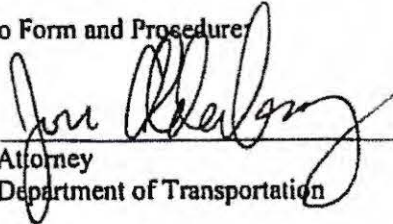
By: 
Deputy District Director
Maintenance District

ATTEST:

By: _____
County Clerk

As to Form and Procedure:

By: _____
APPROVED AS TO FORM:

By: 
Attorney
Department of Transportation

MARY C. WICKHAM
County Counsel

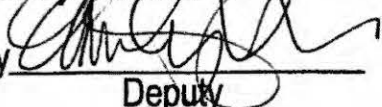
By: 
Deputy

EXHIBIT "A"

DELEGATION OF MAINTENANCE PEST CONTROL BY LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURAL COMMISSIONER/ WEIGHTS AND MEASURES

Maintenance Function Description:

The control of rodent pest, noxious weed, and stinging insect including labor, tools, materials and equipment, acquisition, preparation and application of rodent, noxious weed and stinging insect control materials, and methods within the below listed State right of way.

Annual Authorized Expenditure: \$300,000.00

List of Routes within LA, Ventura, and Kern Counties:

Route Number	Length in Miles	County
1	28.4	LA County
2	64.1	LA County
5	88.6	LA County
10	48.3	LA County
14	52.2	LA County
19	13.3	LA County
22	1.5	LA County
39	1	LA County
47	7.1	LA County
57	7.72	LA County
60	30.5	LA County
71	5	LA County
90	3.3	LA County
91	20.74	LA County
101	43.5	LA County

Route Number	Length in Miles	County
103	1.5	LA County
105	18.14	LA County
107	1.3	LA County
110	33.1	LA County
118	15.6	LA County
126	12.8	LA County
134	13.4	LA County
138	69.4	LA County
164	8.8	LA County
170	20.6	LA County
210	48.52	LA County
213	9.9	LA County
405	48.7	LA County
605	26	LA County
710	32.7	LA County

Route Number	Length in Miles	County
1	28.4	Ventura County
23	24.1	Ventura County
33	48.5	Ventura County
34	17.8	Ventura County
101	43.5	Ventura County
118	32.6	Ventura County
126	34.6	Ventura County
150	34.4	Ventura County
232	4.1	Ventura County
5	10.10	Kern County